

# MILWAUKEE AND PRAIRIE DU CHIEN

RAILWAY COMPANY.

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## AMENDMENTS TO ARTICLES OF ASSOCIATION.

ADOPTED DECEMBER 4th, 1867.



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## AMENDMENTS TO THE ARTICLES OF ASSOCIATION

OF THE

### Milwaukee and Prairie du Chien Railway Co.

ADOPTED BY ITS STOCKHOLDERS, DECEMBER 4TH, 1867.

Whereas, the Milwaukee and St. Paul Railway Company has heretofore purchased and now holds in its own right, nearly all the shares of the common capital stock of the Milwaukee and Prairie du Chien Railway Company, now outstanding; and whereas, differences and controversies have arisen between the said Milwaukee and St. Paul Railway Company as such holder of common stock, and some of each class of the preferred stockholders; and whereas, a majority in interest of each class of the preferred stockholders of the said Milwaukee and Prairie du Chien Railway Company, as a means of adjusting and settling such controversies, have expressed their willingness to have all and singular the railway, property, rights and franchises of the said Milwaukee and Prairie du Chien Railway Company sold and conveyed to the said Milwaukee and St. Paul Railway Company, provided the payment of the purchase money should be secured, as hereinafter set forth, and the bonds hereinafter mentioned issued therefor, in exchange for the outstanding shares of preferred stock. And whereas, the said Milwaukee and St. Paul Railway Company, being

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such holder of common stock, has required as a condition of the purchase by it of the said railway and property, that the acts hereinafter mentioned should be accepted and approved by majorities in interest of all classes of the stockholders; and whereas, a majority in interest of the preferred stockholders have agreed to accept the same, on the understanding with the said Milwaukee and St. Paul Railway Company that the Articles of Association should be amended so as to authorize such sale, and that the said railway and property should be purchased by the said Milwaukee and St. Paul Railway Company, on the terms hereinafter set forth:

Now, therefore, at a meeting of the stockholders of the said Milwaukee and Prairie du Chien Railway Company, and by the votes and written assent of a majority in interest of each class of stockholders of the said last mentioned Company, it is consented, agreed and

*Resolved*, That the Articles of Association of the said Milwaukee and Prairie du Chien Railway Company be, and the said Articles of Association are hereby altered, modified and amended as follows, that is to say:

FIRST.—The following acts passed by the Legislature of the State of Wisconsin are hereby accepted, approved and adopted, and made part of the said Articles of Association, namely: “An Act to amend the Articles of Association of the Milwaukee and Prairie du Chien Railway Company,” approved March 26th, 1864; and also “An Act to authorize the Milwaukee and Prairie du Chien Railway Company to acquire and hold property in other States for rail-road purposes,” approved March 10th, 1866; *Provided*, that this acceptance, approval or adoption of said acts shall not take effect in respect to either of said acts, unless the sale to the Milwaukee and St. Paul Railway Company, hereinafter authorized, shall be made and concluded upon the terms hereinafter set forth, and that such acceptance, approval and adoption of said acts shall go into full force and effect, simultaneously with the instruments to be executed to carry out such sale as hereinafter provided, but not before or otherwise.

SECOND.—The Board of Directors are hereby authorized and empowered to sell and convey, subject to the payment of the bonds hereinafter mentioned, all and singular the railway, property, rights and franchises of the said Milwaukee and Prairie du Chien Railway Company, upon the terms hereinafter set forth, that is to say, for the sum of five millions of dollars, (\$5,000,000,) payable and to be paid in the manner following:

I. The said Milwaukee and St. Paul Railway Company, in part payment for the railway and property aforesaid, shall execute a series of 3,684 bonds, of one thousand dollars each, payable in thirty years from date, and bearing interest at the rate of eight per cent. per annum, payable semi-annually, and shall secure the payment of said bonds as hereinafter provided; and the said Milwaukee and St. Paul Railway Company shall simultaneously, with the conveyance to it of the said railway and property, deliver the said eight per cent. bonds to Charles Moran, Russell Sage and William H. Neilson, trustees, who shall, as such trustees, and for the purpose of the exchanges hereinafter mentioned, retain an amount of said eight per cent. bonds, equal at par to the aggregate amount of the outstanding first mortgage bonds, and the outstanding first class preferred stock of the Milwaukee and Prairie du Chien Railway Company, and the said eight per cent. bonds, so to be retained by said trustees, shall be by them issued and delivered to the several holders of the present outstanding first mortgage bonds of the Milwaukee and Prairie du Chien Railway Company, and to the several holders of the outstanding first class preferred stock of the said last named Company, at par, in substitution and exchange for the said first mortgage bonds and the said first class preferred stock, at par, upon the transfer to the said trustees of the bonds and stock so exchanged, to be held by the said trustees, for the protection in all respects of the parties depositing said bonds and stock and their assigns, against any matter or thing whatsoever which might or could invalidate the said bonds, or the deed of trust to be executed to secure the same; and any



surplus remaining of said bonds, after withholding for exchange the amount aforesaid, shall be signed by the trustees and at once handed over to the said Milwaukee and St. Paul Railway Company ; provided, that upon the payment of the said eight per cent. bonds, and all interest thereon, the said preferred shares shall be transferred, and the said first mortgage bonds, duly cancelled, shall be surrendered by the said trustees to the said Milwaukee and St. Paul Railway Company ; and that unless the said bonds or the said deed of trust shall be declared invalid, the said trustees shall not be authorized to vote on the stock so to be deposited with them.

II. The said Milwaukee and St. Paul Railway Company shall also execute a series of 1,316 other bonds, of one thousand dollars each, payable in thirty years from date, and bearing interest at the rate of seven and three-tenths per cent. per annum, payable semi-annually, and convertible, at the option of the holder, into the preferred stock of the said Milwaukee and St. Paul Railway Company, at any time within ten days after any dividend shall have been declared and become payable on said last mentioned preferred stock, and the payment of which seven and three-tenths per cent. bonds shall be secured, *subject* to the payment of the said eight per cent. bonds, by a deed of trust or mortgage, as hereinafter more fully set forth. And the said Milwaukee and St. Paul Railway Company, simultaneously with the delivery to it of the conveyance to it aforesaid, shall deliver one hundred and fourteen of the said seven and three-tenths per cent. bonds to Charles Moran, Russell Sage and William H. Neilson, in trust, to be by them issued and delivered to the several holders of the second class preferred stock of the Milwaukee and Prairie du Chien Railway Company, at par, in substitution and exchange for the second class preferred stock, at par, upon the transfer to the said trustees of the stock so exchanged, to be held by the said trustees as collateral security for the payment of said seven and three-tenths per cent. bonds, and all interest thereon, and for the protection in all respects of the parties depositing said stock, and their assigns ; and, upon the payment of said

seven and three-tenths per cent. bonds, and all interest thereon, the second class preferred stock deposited as aforesaid shall be transferred by the said trustees to the said Milwaukee and St. Paul Railway Company; *provided*, always, that the said last named Company shall use and apply the balance of said seven and three-tenths per cent. bonds, or the proceeds thereof, to one or more of the following purposes, that is to say: first, to the construction of a rail-road bridge across the Mississippi River, at Prairie du Chien; secondly, to the purchase of the elevators now owned by Angus Smith & Co., and standing upon the depot grounds of the Milwaukee and Prairie du Chien Railway Company; or, thirdly, to the erection of a suitable and convenient passenger depot at Milwaukee, or of proper depots and workshops; and provided, also, that the said three hundred and two bonds, or the proceeds thereof, shall be expended as aforesaid, with the assent and approval of the said trustees, or a majority of them.

And in order to secure the payment of the said eight per cent. bonds, to be issued as aforesaid, and all interest thereon, as the same shall become payable, according to the terms of said bonds, and of the coupons thereto annexed, and subject thereto, to secure the payment of the said seven and three-tenths per cent. bonds to be issued as aforesaid, and all interest thereon, as the same shall become payable, according to the terms of said bonds, and of the coupons thereto annexed, the said Milwaukee and St. Paul Railway Company, simultaneously with the execution of the aforesaid conveyance to it, shall duly execute, deliver and acknowledge to the said Charles Moran, Russell Sage and William H. Neilson, as trustees, a deed or deeds of trust or mortgage, which shall be expressed to be to secure the purchase money of the said property so conveyed, or the portion of said purchase money represented by the said bonds; and which said deed or deeds of trust shall grant and convey to the said Charles Moran, Russell Sage and William H. Neilson, as trustees for the holders of said bonds, all and singular the railway, property, rights and franchises which shall be included in the said conveyance from the Milwaukee and Prairie du Chien Railway Company, except the

branch rail-road from the Milton Junction to Monroe, and the rights, privileges and franchises appertaining to that part of the road, and which said deed or deeds of trust shall contain the powers of entry and sale usual in railway mortgages, and shall be in such form or forms, and contain such stipulations, powers, grants and agreements as shall be adequate and sufficient to enable the said trustees to enforce the lien or liens thereby created, and as shall be accepted and approved by the said trustees.

IV. The said Milwaukee and St. Paul Railway Company shall issue to the holders of any common stock of the Milwaukee and Prairie du Chien Railway Company not held or owned by the said Milwaukee and St. Paul Railway Company itself, or for its benefit, their preferred and common stock as follows, viz.: for each share of such Prairie du Chien common stock, one-half share of the St. Paul preferred stock and one-half share of common stock; and the said Milwaukee and St. Paul Railway Company shall save and keep harmless and indemnified preferred stockholders assenting to this amendment and exchanging their stock as aforesaid, from any and all claims and demands against them by any holders of common stock who may dissent therefrom.

*Provided, nevertheless,* that if not less than ninety-five per cent. of all the now outstanding bonds, and all the now outstanding first class preferred and second class preferred stock shall be duly exchanged as hereinbefore provided, and that an act or acts fully ratifying, confirming, and in all respects legalizing the sale and purchase aforesaid, and the eight per cent. and seven and three-tenths per cent. bonds aforesaid, and the deed of trust securing the payment of the same, shall be passed by the Legislature of the State of Wisconsin and go into full force and effect, then and thereupon, the said trustees shall assign said now outstanding bonds, and said now outstanding preferred stock so deposited with them, to the said Milwaukee and St. Paul Railway Company, upon the trust, to be expressed and declared in the assignment; that the said Milwaukee and St. Paul Railway Company, its successors and assigns, shall hold the said bonds and the said preferred stock



for the protection, in all respects, of the parties depositing the same with the said trustees, in exchange as aforesaid, and their assigns, against any and all matters and things whatsoever which might or could invalidate the said eight per cent. bonds, or the said seven and three-tenths per cent. bonds, or the deed of trust, to be executed to secure the payment of the same; and that the bonds and preferred stock so to be assigned shall be held and kept in force by the Company last aforesaid, so that, if the sale hereby authorized, or the eight per cent. bonds aforesaid, or the seven and three-tenths per cent. bonds aforesaid, or the deed of trust, to be executed to secure the payment of the same, shall at any time hereafter be declared invalid by a court of competent jurisdiction, in any respect materially affecting the security of the said bonds or the said deed of trust, the parties depositing the said bonds and the said preferred stock of the said Milwaukee and Prairie du Chien Railway Company, with the said trustees, as aforesaid, or their assigns, may and shall, upon demand, receive from the said Milwaukee and St. Paul Railway Company, its successors or assigns, the bonds and preferred stock aforesaid, upon surrender of the bonds issued in exchange therefor, so that the said bondholders and the said preferred stockholders of the Milwaukee and Prairie du Chien Railway Company, and their assigns, shall be thereby remitted to all the rights and privileges possessed by them as owners of said bonds and preferred stock before the sale and conveyance by these amendments authorized; and that, to that end, the said Milwaukee and St. Paul Railway Company shall and will, as a stockholder of the said Milwaukee and Prairie du Chien Railway Company, keep the said last named Company in corporate existence and duly organized, until the said eight per cent. bonds, and the said seven and three-tenths per cent. bonds, and all interest thereon, shall be fully paid and satisfied.

THIRD. — Charles Moran, Russell Sage and William H. Neilson are hereby constituted and appointed Commissioners, for the purpose of carrying into effect the foregoing provisions of this amendment, in conjunction with the Board of Directors,

and their consent as such Commissioners shall be necessary to determine the time when, and the mode in which, any action by or on behalf of this Company shall be taken under this amendment, and the forms, provisions and conditions of the conveyance, bonds, and deed of trust aforesaid, and of any and all other instruments necessary or proper to be executed, pursuant to the foregoing amendment, and to determine the time when, and mode in which, such conveyance, bonds, deeds, and instruments shall be delivered or become operative; and generally to do any and every act necessary and proper to give full effect to the said amendment, according to the true intent and meaning thereof.

And it is hereby expressly declared, that no conveyance, or contract for a conveyance, of the railway, property, rights or franchises of the Milwaukee and Prairie du Chien Railway Company shall be made or delivered, or be valid or binding upon the said last mentioned Company, by virtue of any thing in these amendments contained, unless the delivery thereof shall be expressly assented to in writing by the said Charles Moran, Russell Sage and William H. Neilson, as the Commissioners and Trustees aforesaid.

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#### CONSENT AND APPROVAL OF STOCKHOLDERS.

WE, the undersigned, stockholders of each class of the Milwaukee and Prairie du Chien Railway Company, do hereby consent to and approve of the amendments to the Articles of Association of the said Company, of which a copy is hereto annexed; and we do hereby consent to and approve of the sale, conveyance and transfer of all and singular the railway, property, rights and franchises of the said Company to the Milwaukee and St. Paul Railway Company, upon and subject to the terms and conditions in the said amendments set forth: *Provided, however*, and it is hereby declared to be a condition on which the preferred stockholders assent to said amendments, that the legal and other expenses actually incurred by the preferred stockholders in the controversy in said amendments

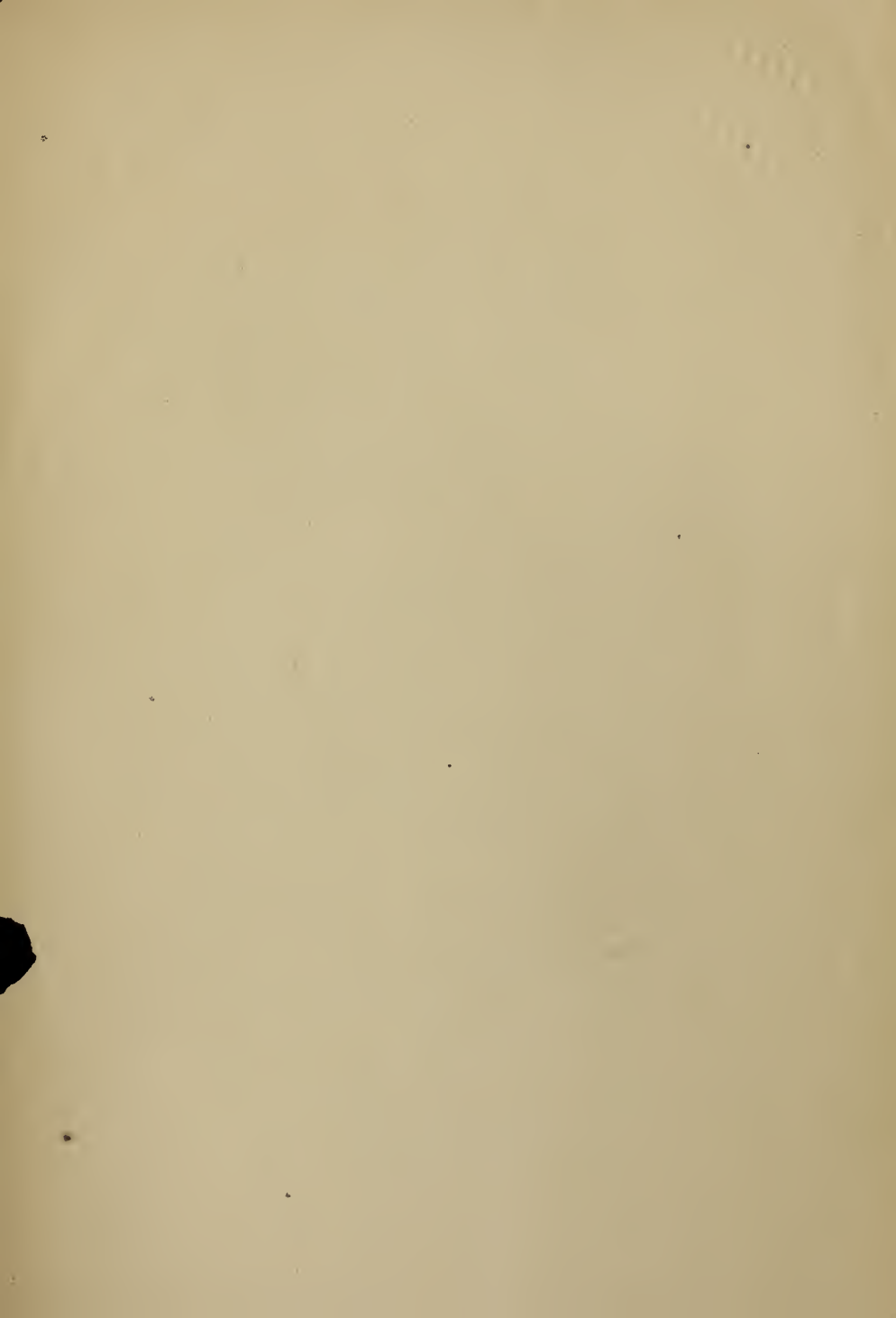
mentioned, and in the settlement and adjustment thereof, shall be reimbursed to said preferred stockholders by the said Milwaukee and Prairie du Chien, or the said Milwaukee and St. Paul Railway Company, to the amount of not exceeding ten thousand dollars, and that a dividend shall be paid on the said preferred stock of each class, according to the terms of the Articles of Association hereby amended, for the period between January 21st, 1867, and February 1st, 1868.

IN WITNESS WHEREOF, we have hereunto subscribed our names, and set opposite thereto the number and class of shares of the said stock held by us respectively, and in respect to which we hereby subscribe, this fourth day of December, 1867.

NAMES.	NUMBER AND CLASS OF SHARES OF STOCK.









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